

AGREEMENT

This Agreement is entered into North Florida Community College Foundation (the Client), acting as a direct support organization of North Florida Community College, and Timmins Consulting, LLC (the Consultant). North Florida Community College Foundation agrees to retain the Consultant and the Consultant agrees to provide professional services to North Florida Community College Foundation in accordance with the following terms:

1. **TERM:** The term of this agreement shall begin December 1, 2019 and shall terminate November 30, 2020.
2. **SERVICES AND COMPENSATION:** The Consultant shall provide Executive branch and legislative governmental consulting services to the Client. The Client shall pay the Consultant \$30,000.00 for the term specified in this contract. The Client shall pay this amount to Timmins Consulting, LLC in monthly payments of \$2500.00. The first payment is due January 1, 2020. The Consultant shall monitor all committees on the Client's behalf. The Consultant will monitor all appropriate issues and inform the Client of any legislation or appropriation that might be of interest to the Client.
3. **EXTENT OF SERVICES:** The Consultant shall devote an appropriate amount of time and attention to the Client's business. During the term of this agreement, the Consultant shall not engage in any other business activity which could pose a conflict of interest between the other business activity and the Consultant's representation of the Client, regardless of whether it is pursued for gain or profit.
4. **WORKING FACILITIES:** The Consultant shall provide their own office, stenographic help, and other facilities and services.
5. **WAIVER OF BREACH:** The Client's waiver of a breach of any provision of this agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of the Client.
6. **ASSIGNMENT:** The Consultant acknowledges that their services are unique and personal. Accordingly, the Consultant may not assign their rights or delegate their duties or obligations under this agreement.
7. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties. It may not be changed orally, but only by

an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

8. HEADINGS: Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.
9. COUNTERPARTS: This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be construed as one in the same instrument.
10. TERMINATION: This agreement may be terminated by either party with 30 days written notice and payment due for services rendered.

IN WITNESS WHEREOF: The following parties have executed this agreements:

Judy Lindell 11-15-2019
(Client Name) Date

Margaret 12/9/19
(Consultant Name) Date